



MSD INNOVATION FACTORY TERMS AND CONDITIONS

AGREEMENT BETWEEN PARTICIPANT AND MSD

The MSD Innovation Factory Challenge (“Challenge”) is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein. Your application to the Challenge constitutes your agreement to all such terms, conditions, and notices.

ELIGIBILITY OF THE ENTRANTS

The Challenge is open to any contestant, defined as (1) a business or non-profit entity or (2) an individual who is 18 years of age or older at the time of entry. All individual members of a team must meet the eligibility requirements, with residence in any location in the world (“Solver”).

By entering, the Solver agrees to:

(a) Comply with, and be bound by, these official rules and the decisions of the Challenge and judges which are binding and final in all matters relating to this Challenge;

(b) Assume any and all risks and waive claims against Merck Sharp & Dohme Idea AG – Lebanon representative office and its related entities, except in the case of willful misconduct, for any injury, death, damage, or loss of property, revenue, or profits, whether direct, indirect, or consequential, arising from the Solver's participation in the Challenge, whether the injury, death, damage, or loss arises through negligence or otherwise. The Solver shall be liable for and shall indemnify and hold harmless MSD against, all actions or claims for any claim, demand, judgment, or other allegation arising from alleged violation of an individual's trademark, copyright, or other legally protected interest submitted in the Challenge.

(c) Be responsible for obtaining their own liability insurance to cover claims by any third party for death, bodily injury, or property damage, or loss resulting from an activity carried out in connection with participation in the Challenge.

Solvers who are determined at any time to have violated the eligibility criteria will be disqualified from the Challenge.

REPRESENTATIONS AND WARRANTIES

You represent and warrant that:

- All information provided by you regarding yourself and, if applicable, your business ("Solver Information") is true, accurate, current, and complete information.
- If you are an individual representing a business or other entity, you are authorized to enter into this initiative on behalf of that business or entity.



- Unless otherwise disclosed in your proposed solution to the Challenge (the “Proposed Solution”), you are the owner of the Proposed Solution and the Proposed Solution does not infringe or violate any patent, copyright, trade secret, trademark or other third-party intellectual property right.

ELIGIBILITY OF THE SOLUTIONS

The below criteria of the eligibility of the Proposed Solutions is for illustrative purposes and should be interpreted in accordance with applicable MSD policies and guidance documents, MSD Innovation Factory 2018 Terms and Conditions which may be delivered to Solver from time to time. MSD reserves the right to determine whether the Proposed Solution has met the criteria set herein.

Definitions

- HCP: Healthcare professional (physicians and other persons generally entitled under local laws to prescribe pharmaceutical/vaccine products)
- Customer: State owned and Private Health Care Institution, Government, entities,
- Distributors and Wholesalers which incur, directly or indirectly, the cost of the medicine. (ie. Insurance companies, Governments, National payers, Hospitals)
- Patient: Any person that is visiting a healthcare professional for diagnosis, treatment, intervention or regular control.

Types of Proposed Solutions which are permissible and eligible for the Challenge:

- Activities/Solutions that support the patient- HCP relationship
- Activities/Solutions oriented to provide medically relevant information and services which are directly related to improving patient outcomes, adherence and/or treatment
- Activities/Solutions that inform/educate customers about MSD products, their clinical benefits, risks and other attributes, consistent with product label and MSD’s promotional standards as permitted under local regulations
- Activities/Solutions to educate customers about disease areas, patient types, epidemiology and other relevant scientific/medical information
- Activities/solutions that support medical research and education
- Patient assistance programs/solutions that occur after or independent of the HCP treatment choice for specific individual patients
- Pharmacy display programs for MSD products
- Provision of MSD-developed tools to customer for a fee at fair market value

Types of Proposed Solutions which are not permissible and not eligible for the Challenge:

- Activities/solutions intended to or that create the appearance of, adversely impacting or influencing the independence of a HCP’s prescribing practice/decision or interfering with the HCP/patient relationship



- Activities/solutions of substantial independent value that subsidize/offset routine business expenses which the customer would otherwise have to pay
- Activities/solutions that seek to create billing opportunities for the customer Solutions directed primarily towards improving business operations or management of the customer’s business
- Activities/ solutions that provide or are seen to provide personal benefits to the customer’s employees/officers
- Activities/ solutions with the primary objective of relationship building with the customer through provision of benefits by MSD to the customer
- Activities/ solutions that confer a benefit in exchange, as an inducement or as a reward for business or a business advantage to MSD
- Programs to encourage a pharmacist to dispense a MSD product where another therapy is more appropriate and/or another product has been prescribed by the HCP
- Fee for service engagement that is not in line with fair market value
- Activities based on the “potential” prescribing capacity of the customers

APPLICATIONS

Applicants can submit one or several solutions per Challenge.

If you do not submit your applications before the deadline, we cannot grant extensions or re-open the application process.

INTELLECTUAL PROPERTY

All intellectual property rights in the idea or concept presented in the Proposed Solution, independently of the end results of the initiative, will remain as property of the Solver entrant.

COLLABORATION AGREEMENT

Selected Proposed Solution(s) are subject to the evaluation of the Legal and Compliance Department in order to ensure alignment with all applicable laws, regulations and MSD policies. The selected Solver commits to implement the suggestions from the Medical and Legal and Compliance Departments before the pilot execution.

Any Solver who wins the Challenge may sign collaboration agreements with MSD, subject to the applicable MSD policies and guidance documents, which may be delivered to Solver from time to time. To avoid any doubt, winning the Challenge does not automatically mean that the Solver is entitled to a contractual agreement with MSD. The detailed terms and conditions of possible future agreements between MSD and Solver will be negotiated between MSD and Solver and will not be identical to the terms and conditions set forth herein.

CONFIDENTIALITY AND INFORMATION TREATMENT



All private Solver Information provided by the entrants will be kept confidential. Solver Information related to the Proposed Solution will be managed by the organizers and delivered only to the Legal and Compliance group and members of the jury, which have the specific task of evaluating proposed solutions. Public Solver Information may be used as part of communication and promotion, but always in the benefit of the Challenge and its participants.

PROGRAM DATES, LOCATION, PRIZES AND REWARDS

Program dates, location, prizes and rewards for the Challenge may be updated or changed by the organizers at any time upon business reasons and needs.

The initial investment for the winner will consist of up to \$20,000 each to roll-out their Proposed Solution in the local market of the Challenge. The actual amount granted to the winner will be decided by the jury at the event at which the winner(s) of the Challenge are selected (the “Selection Event”), depending on requirements and characteristics of each Proposed Solution.

Prizes will be transferred by MSD to the winning Solver in accordance with the conditions agreed after the Selection Event. The schedule of payment of the prize money will consider the characteristics of the Proposed Solution together with any potential milestone negotiated between MSD and each winning Solver.

Local taxation, transfer and exchange fees will be assumed by the winners.

For the initial roll-out of the winning Proposed Solution, MSD economic support is granted for one year. There is no commitment for future support, which will depend in any case on the achievements after 12 months.

PROGRAM CHANGES

The organizers reserve the right to cancel the Challenge to be presented at the Selection Event because of a limited number of applications, their perceived quality or any other relevant reason.

SELECTION EVENT

All finalists have the obligation to participate in person in the Selection Event to compete for the prize. If a finalist decides not to travel to the Selection Event, it will be replaced by the next highest grade of its category.

The program covers travel expenses for in the maximum amount of €400, but only if the finalist actually attends in person. The payment will be made by TICBioMed to the finalist after the selection event.

GENERAL LEGAL RESTRICTIONS

You are responsible for checking applicable laws and regulations in your jurisdiction before participating to make sure that your participation is legal. You are responsible for all taxes and reporting related to any award that you may receive as part of the Challenge. You are responsible for abiding by your



employer's policies regarding participation in the Challenge. The organizers disclaim any and all liability or responsibility for disputes arising between you and your employer related to the Challenge. Being an entrant of the Challenge does not imply a legal or commercial relationship between you and MSD.

JUDGES AND JUDGING MECHANISM

A group of judges will be provided by the organizers, which will analyse and rate all the Proposed Solutions. The finalists will be the Solvers who obtain the highest ratings.. The finalists will be put in contact with the MSD team to improve their Proposed Solution before the Selection Event. It is expected that they will collaboratively work to prepare the presentation at the Selection Event.

During the Selection Event, a classroom jury will rate the finalists' Proposed Solutions based on the finalists' presentations during the Selection Event. Only one Proposed Solution will be awarded a prize.

The judging criteria are:

- Solution fit to the proposed need, considering the expected outcomes (50% weight)
- Feasibility of success in 12 months (30% weight)
- Competitive advantage: innovativeness and uniqueness of the Proposed Solution (20% weight)

The decisions of the jury are unappealable.

CONFLICT OF INTEREST DISCLOSURE

Participants accept to disclose any conflict of interest during the submission process (see "Conflict of interest section" on the registration form). A conflict of interest can occur when any of the participant's representatives has a financial, commercial, legal, or professional relationship with MSD, or with people working for MSD, that could influence the selection process and further deployment of the Proposed Solution. In case a conflict of interest is detected and not properly reported via the official MSD Innovation Factory application form, the candidate will not be selected, and MSD reserves the right to select another potential finalist.

MSD DUE DILIGENCE PROCESS

Once a winner is selected at the Selection Event and before moving to the pilot roll-out phase, the winner agrees to submit all requested materials and comply with the MSD due diligence process (a set of questionnaires regarding commercial background and other information), as requested by MSD's Procurement Department or other representatives.

RULES ACCEPTANCE

By presenting a Proposed Solution, the Solver is automatically accepting the Terms and Conditions specified in this document. Any request not contemplated by these Terms and Conditions shall be resolved by the organisers, and participants will abide by such decisions as final. The organisers reserve the right to modify any aspect that in its opinion is an improvement to the Challenge and its procedures.